May 19, 2015

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

REQUEST APPROVAL TO AMEND THE SERVICE AGREEMENT WITH STEP UP ON SECOND STREET, INC., TO ADD FUNDS FOR FISCAL YEARS 2015-16, 2016-17, AND 2017-18 (THIRD SUPERVISORIAL DISTRICT) (3 VOTES)

SUBJECT

Request approval to amend the Service Agreement for Drop-In Center for Transition Age Youth with Step Up on Second Street, Inc., to add funds for Fiscal Years 2015-16, 2016-17, and 2017-18.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute an amendment, substantially similar to Attachment I, with Step Up on Second Street, Inc., to extend the Service Agreement No. MH190124 (Agreement) for Drop-In Center for Transition Age Youth (TAY). The Amendment will be effective July1, 2015, through June 30, 2016, with two one-year renewal provisions through Fiscal Year (FY) 2017-18. For FY 2015-16, this amendment will establish an Annual Contract Amount (ACA) in the amount of \$250,000, fully funded by State Mental Health Services Act (MHSA) revenue. Department of Mental Health (DMH) will process amendments for each of the two one-year extension periods (FYs 2016-17 and 2017-18) to add the ACA of \$250,000 for each fiscal year to the Agreement.
- 2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the Service Agreement and establish an ACA provided that: 1) the County's total payments to this contract provider for each fiscal year will not exceed a ten percent increase of the ACA which the Board is being asked to approve in Recommendation 1; 2) any such increase will be

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used to provide additional services or to reflect program and/or policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel, or designee, is obtained prior to any such amendment; 5) the County and Contractor may, by written amendment, reduce programs or services; and 6) the Director, or his designee, notifies your Board and the Interim Chief Executive Officer (CEO) of Agreement changes in writing within 30 days of execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to establish an ACA of \$250,000 for the Agreement with Step Up on Second Street, Inc., for each of the fiscal years during the extension period of FY 2015-16 and the two one-year renewal provisions through FY 2017-18.

Approval of these actions will allow Step Up on Second Street, Inc., to continue providing uninterrupted linkage of mental health and support services that promote stability and self-sufficiency, temporary safety and basic support services (e.g., showers, meals, clothing, referrals, vouchers, etc.), as well as outreach and engagement resources to homeless or at risk of homelessness and difficult-to-reach Seriously Emotionally Disturbed (SED) and Severely and Persistently Mentally III (SPMI) TAY who will otherwise remain underserved. The Drop-In Center will provide extended hours of operations including weekday after hours and weekends. We anticipate that approximately 300 TAY clients will be served at this Drop-In Center Program annually.

The Drop-In Center Program for TAY is a component of Los Angeles County's MHSA Community Services and Supports (CSS) Plan. Drop-In Centers have a strong emphasis on outreach and engagement to difficult-to-reach TAY who will otherwise remain unserved, as well as a strong emphasis on linkage of TAY to a range of resources that promote stability and self-sufficiency. Drop-In Centers are intended as entry points to the mental health system for SED and SPMI TAY who are living on the street or in unstable living situations. Drop-In Centers provide low-demand/high-tolerance environments in which youth can find temporary safety and basic supports. TAY accessing Drop-In Centers have an opportunity to build trusting relationships with the staff persons who can connect them to the services and supports this population needs in order to work toward stability and recovery.

Implementation of Strategic Plan Goals

The recommended actions are consistent with County Strategic Plan Goal No. 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The ACA for Step Up on Second Street, Inc., is \$250,000 for FY 2015-16, fully funded by State MHSA revenue. The funding for this Agreement is included in the FY 2015-16 DMH Recommended Budget. Funding for future fiscal years will be requested through DMH's annual budget request process.

There is no net County cost impact associated with the recommended actions.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 6, 2015, your Board adopted a Board letter approving the Agreement with Step Up on Second Street, Inc., to operate a Drop-In Center Program for TAY as a result of a competitive solicitation process. In the aforementioned Board letter, DMH asked and was granted a delegated authority to extend the term of the Agreement for three fiscal years after the initial Agreement period ended on June 30, 2015. However, the same delegated authority also limited the ACA for each extension period to ten percent of the ACA for FY 2014-15 or \$25,000 per fiscal year. At the time of the January 6, 2015, Board letter, DMH's intention was to be able to extend the term of the Agreement for three (3) additional fiscal years with an ACA of \$250,000 for each fiscal year, not including contingency authority of up to ten percent. Thus, we are returning to your Board to correctly reflect the ACAs for FYs 2015-16, 2016-17, and 2017-18.

Through this extension, Step Up on Second Street, Inc., located at 1619 Santa Monica Blvd., Santa Monica, CA 90404, will be able to continue to provide temporary safety and basic support services as well as outreach and engagement to difficult-to-reach SED and SPMI TAY in Service Area 5 of Los Angeles County.

The attached amendment format has been approved as to form by County Counsel. DMH will continue to administer and monitor adherence to the Agreement to ensure that the Drop-In Center services are provided and that the Agreement provisions and Departmental policies are followed.

CONTRACTING PROCESS

On March 29, 2013, DMH issued a Request for Services (RFS) No. 17 for the Drop-In Center for TAY, ages16-25, to identify a qualified contractor to perform Drop-In Center services.

On January 6, 2015, your Board approved the Service Agreement with Step Up on Second Street, Inc., to operate a Drop-In Center for TAY in Santa Monica.

The existing Agreement with Step Up on Second Street, Inc., will expire on June 30, 2015, and is being extended because of the ongoing need for Drop-In Center services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will enable DMH to extend the Agreement with Step Up on Second Street, Inc., to continue providing access to uninterrupted and accessible mental health services and supports to TAY in a low-demand/high-tolerance and safe environment.

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Respectfully submitted,

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:TB:RK:SK:lb

Enclosures

c: Acting Executive Officer, Board of Supervisors Interim Chief Executive Officer County Counsel Chairperson, Mental Health Commission

CONTRACT NO.	. MH
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AMENDMENT NO. ___

THIS AMENDMENT is made and entered into this __ day of, 2015, by and between the COUNTY OF LOS ANGELES (hereafter "County") and <u>Step Up on Second Street, Inc.</u> (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated <u>July 1, 2012</u>, identified as County Agreement No. <u>MH</u>, (hereafter "Agreement"); and

WHEREAS, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, County and Contractor intend to amend Agreement to extend the term for Fiscal Year (FY) 2015-16, to continue to provide Drop-In Center services for Transition Age Youth; and

WHEREAS, for FY 2015-16, the Annual Contract Amount (ACA) will be \$250,000.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

- The Agreement term is <u>extended</u> for FY 2015-16, to continue to provide Drop-In Center services for TAY. For FY 2015-16, the ACA is \$250,000.
- Exhibit B <u>Payment Schedule</u> shall be deleted in its entirety and replaced with Exhibit B <u>X</u>, attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit B shall be deemed amended to refer to "Exhibit B X Payment Schedule."

3. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

	COUNTY OF LOS ANGELES
	By MARVIN J. SOUTHARD, D.S.W. Director of Mental Health
	CONTRACTOR
	Ву
	Name_Tod Lipka
	Title President and CEO (AFFIX CORPORATE SEAL HERE)
APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL	
APPROVED AS TO CONTRACT ADMINISTRATION:	
DEPARTMENT OF MENTAL HEALTH	
By Chief, Contracts Development and Administration Division	

EXHIBIT B - ___

MENTAL HEALTH SERVICES ACT (MHSA) DROP-IN CENTERS FOR TRANSITION-AGE YOUTH (TAY) AGES 16 - 25

PAYMENT SCHEDULE

1.

Funding Sources

FY 2015-16

MHSA-CSS

Annual Contract Amount

\$250,000

2.

PAYMENT SCHEDULE

For the Drop-In Center services described in Exhibit A (Statement of Work), DMH shall pay to Contractor the total of \$250,000 for services rendered for FY 2015-16.

Payment to Contractor shall be based on original invoices, submitted monthly in arrears by Contractor. Monthly invoices shall include separate details for administrative and program costs respectively. No payment shall be made for Drop-In Center services delivered beyond those services and supports indicated in Exhibit A (Statement of Work) without the prior approval of the DMH TAY Lead Manager. The DMH designated TAY staff will review the invoices and supporting documentation to ensure that the Drop-In Center services and supports rendered are in substantial compliance with the requirements described in Exhibit A (Statement of Work).

3. PAYMENT PROCEDURES

Contractor shall submit monthly invoices (Drop-In Center Services Cost Invoice) Attachment I for actual cost incurred for services provided under the Statement of Work. Contractor shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices shall be specific as to the type of services being provided.

Upon receipt and approval of original invoices from Contractor, DMH shall make payment to Contractor within forty-five (45) days of the date the invoice was approved for payment. If any portion of the invoice is disputed by DMH, DMH shall reimburse Contractor for the undisputed services contained in the invoice and work diligently with **Step-Up on Second Street, Inc.** to resolve the disputed portion of the claim in a timely manner.

DMH shall make reimbursements payable to Contractor. DMH shall send payments to:

Step-Up on Second Street, Inc. 1328 Second Street Santa Monica, CA 90401

4. DESIGNATED DMH CONTACT PERSON

All questions, correspondence, and invoices should be directed to:

<u>Terri Boykins</u>, LCSW, DMH Lead Manager for TAY at: County of Los Angeles – Department of Mental Health 550 S. Vermont Avenue, 4th Floor Los Angeles, CA 90020 (213) 738-2408

5. TERM OF AGREEMENT

The Drop-In Center services program for TAY is funded by the MHSA. The term of the Agreement is extended for FY 2015-16. Ongoing funding for this program is contingent on available funding from the State as well as continued approval of MHSA claims submitted by the County on behalf of the Contractor.

County of Los Angeles - Department of Mental Health Attachment I **Drop-In Center Services Cost Invoice** Fiscal Year: Send To (Original): County of Los Angeles - Department of Mental Health Attn: Terri Boykins, LCSW - Transition Age Youth Administration 550 S. Vermont Ave, 4th Floor Los Angeles, CA 90020 Legal Entity / Provider Name: _____ DMH Contract No. DMH Consultant Agreement Number: Program: Drop-In Centers for Transition-Age Youth (TAY) Funding Source: MHSA Month/Year of Service: DESCRIPTION AMOUNT **DESCRIPTION OF COSTS FOR EXTENDED DAYS AND HOURS:** 1. Drop-In Center Services and Supports: 2. Administrative Costs I hereby certify that all information contained above are services and costs eligible under the terms T and conditions for reimbursement under MHSA TAY Drop-In Center Services and is true and correct 0 to the best of my knowledge. These services and costs are Solely for Extended Days and Hours of T Operation including weekdays, Saturdays and/or Sundays. All supporting documentation will be Α maintained in a separate file for the period specified under the provisions of the Consultant agreement. Signature: _____ Date: ____ Print Name: Title: _____ Phone: LAC-DMH Program Approval

 Approved by (signature)
 Date:

 Print Name:
 Title: